

MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE INTERNATIONAL SCIENCE AND TECHNOLOGY CENTER
IN THE RUSSIAN FEDERATION
FOR
COOPERATION IN APPROVED PROJECTS TO FACILITATE
THE NONPROLIFERATION OF WEAPONS AND WEAPONS EXPERTISE

The Department of Energy of the United States of America (DOE) and the International Science and Technology Center in the Russian Federation (ISTC) (hereinafter referred to as the "Parties"),

In accordance with the Agreement Establishing an International Science and Technology Center (ISTC), signed in Moscow, Russia, on November 27, 1992, which entered into force on March 2, 1994, (hereinafter referred to as the "ISTC Agreement"), and to which the United States of America is a Party,

In accordance with the Protocol on the Provisional Application of the Agreement Establishing an International Science and Technology Center, signed in Moscow on December 27, 1993, which entered into force on March 2, 1994, (hereinafter referred to as the "ISTC Protocol") and to which the United States of America is a Party,

In accordance with the Statute adopted on March 17, 1994, by the Governing Board of the ISTC pursuant to Article IV of the ISTC Agreement, (hereinafter referred to as the "ISTC Statute"),

Desiring to facilitate and advance ISTC projects in which scientists and engineers of the former Soviet Union contribute to ongoing efforts to reduce or eliminate weapons of mass destruction in a safe and secure manner,

Recognizing that scientific and technical cooperation by the Parties in the completion of specific ISTC projects can benefit both Parties and all mankind,

Have agreed as follows:

ARTICLE I

1. This Memorandum of Agreement (MoA) is subject to the provisions of the ISTC Agreement.
2. The purpose of this MoA is to facilitate cooperation under the ISTC Agreement by the Parties in projects approved by the ISTC Governing Board and related activities.

ARTICLE II

The activities contemplated under this MoA include exchanges of scientific and technological information, exchanges or visits of scientists and technical experts, the convening of joint seminars, workshops, and meetings, the conduct of joint research projects, the exchange of equipment, the contribution of funds for specific ISTC projects, and such other forms of scientific and technological cooperation in Governing Board-approved ISTC projects as may be mutually agreed upon in writing.

ARTICLE III

1. The Parties shall execute an Annex for each joint activity which they agree to undertake pursuant to this MoA. Each such Annex, which shall form an integral part of this MoA, shall contain provisions detailing the specific cooperation to be accomplished, including technical scope, and management responsibilities, total costs, cost sharing, procedures for the exchange of equipment, scientists, and technical experts, and the schedule of funds transfers, as appropriate.
2. The Parties may invite other organizations located in the Russian Federation and, in accordance with Article II of the ISTC Agreement, in other states of the Commonwealth of Independent States, to participate in their cooperative activities. Such organizations may become a signatory to Annexes to this MoA upon agreement of both Parties in writing.

ARTICLE IV

1. Each Party shall name one Project Coordinator to supervise collaboration under this MoA. The Project Coordinators, by correspondence, shall consult with each other at least annually to evaluate the status of cooperation under this MoA. This evaluation will include review of the achievements, problems, and effectiveness of activities under this MoA. The Project Coordinators also will consider future program opportunities with a view to maximizing the mutual benefits of cooperation.

2. Subject to the prior approval of the Parties, the Project Coordinators may appoint Project Leaders to manage specific cooperative activities initiated under this MoA and to establish and maintain working contacts at the staff level.

ARTICLE V

The activities of the DOE under this MoA are subject to the availability of appropriated funds.

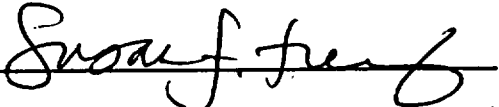
ARTICLE VI

1. This MoA shall enter into force upon the date of the last signature and shall remain in force for the duration of the ISTC Agreement.

2. This MoA may be amended by written agreement of the Parties.

3. Either Party may withdraw from this MoA six months after written notification to the other Party.

DONE at Moscow and Washinton, D. C., in duplicate, in the English language, this day of *June 16*, 1995.



FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES
OF AMERICA



FOR THE INTERNATIONAL SCIENCE
AND TECHNOLOGY CENTER IN THE
RUSSIAN FEDERATION

ANNEX I
TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE INTERNATIONAL SCIENCE AND TECHNOLOGY CENTER
IN THE RUSSIAN FEDERATION
CONCERNING
COOPERATION IN APPROVED PROJECTS TO FACILITATE
THE NONPROLIFERATION OF WEAPONS AND WEAPONS EXPERTISE
FOR THE GLOBUS-M PROJECT

The Department of Energy of the United States of America (DOE) and the International Science and Technology Center in the Russian Federation (ISTC) (hereinafter referred to as the "Parties"),

Having signed the Memorandum of Agreement Between the Department of Energy and the International Science and Technology Center in the Russian Federation For Cooperation in Approved Projects to Facilitate the Nonproliferation of Weapons and Weapons Expertise (hereinafter referred to as the "MoA"),

Desiring to cooperate in the completion of the ISTC Project, Globus M, of the A.F. IOFFE Physico-Technical Institute, the Northern Plant, Efremov Institute, and TRINITY Institute (hereinafter collectively referred to as "IOFFE"), which was authorized by the ISTC Governing Board as a Center Project, and

Believing that it would be mutually beneficial for the DOE to enhance its current successful collaborative fusion research activities with the IOFFE Physico-Technical Institute, which are part of DOE's on-going cooperation with the Ministry of Atomic Power of the Russian Federation,

Have agreed as follows:

Article 1

1. The purpose of this Annex is to establish the procedures under which the the Parties will:

a. cooperate to support IOFFE in the completion of the GLOBUS-M Project by participating in the modification (or reconstruction) of the experimental hall of the A.F. IOFFE Physico-Technical Institute in order to accommodate the new GLOBUS-M spherical tokamak device and the near-by supporting equipment, the buildings that house all the other device supporting systems, and the connections and conduits between the experimental hall and those buildings needed by the GLOBUS-M project; and

b. seek a basis for future cooperation with IOFFE so as to permit DOE to participate in subsequent research activities utilizing the GLOBUS-M device.

2 This Annex is subject to the MoA concluded between the DOE and the ISTC

Article 2

Cooperative activities undertaken by the Parties pursuant to this Annex may include the following:

- A. Establishment of appropriate working groups for planning and execution of joint studies and tasks;
- B. Organization of, and participation in, seminars and other meetings on specific topics related to the utilization of the GLOBUS-M device;
- C. Facilitation of subsequent research activities with IOFFE which will permit the exchange between DOE and IOFFE of scientists, engineers, and other specialists for participation in agreed research, development, analysis, design, and experimental activities, and the exchange of scientific and technical information, and results and methods of research and development; and
- D. Facilitation of joint theoretical, experimental, developmental, demonstration, and design work by technical personnel from DOE and IOFFE related to the utilization of the GLOBUS-M device.

Article 3

1. Each Party shall designate a Project Leader to implement the cooperation supporting the completion of the GLOBUS-M project. The Project Leaders, acting in coordination with the IOFFE, shall develop, or shall cause IOFFE to develop, a written project plan which shall take fully into consideration the provisions specified in Article X, paragraph B, of the ISTC Statute. In addition, the project plan shall specify in detail the cooperative work to be performed, the specific program of cooperation, and the schedule of funds transfers between DOE and the ISTC and between the ISTC and the IOFFE.

2. The Project Leaders further shall consult with IOFFE for the purpose of facilitating future cooperation between DOE and IOFFE in order to permit DOE participation in the subsequent IOFFE research activities utilizing the GLOBUS-M device.

Article 4

1. DOE will contribute to the ISTC U.S. \$200,000, in accordance with the schedule of funds transfers set forth in the project plan, to modify the IOFFE experimental hall in order to accommodate the new GLOBUS-M spherical tokamak device. The DOE contribution of U.S. \$200,000 shall be paid in U.S. dollars to an ISTC account at the Bankers Trust Company, New York, Account Number 04-8388-214, by telegraphic transfer remittance.

2. The funds contributed by the DOE to the ISTC shall be subject to the terms of the MoA and the ISTC Agreement and Statute.

of funds transfers set forth in the project plan. In such cases, the ISTC shall hold and maintain such funds in its account at the Bankers Trust Company, New York, until such time as the ISTC is required to make payment to the IOFFE in accordance with the project plan. The ISTC shall not use or otherwise dispose of such funds for any purpose other than those authorized under the MoA, this Annex, and the project plan.

4. In the event that the GLOBUS-M project is terminated and the DOE contributions to the project have not been fully disbursed, the ISTC shall inform the DOE of the amount of funds remaining. Any such remaining funds shall be returned to DOE, unless DOE notifies the ISTC in writing that the funds should be retained in an ISTC account and used to reduce the United States share of other projects approved by the Governing Board. The ISTC shall return such funds within thirty days of notifying DOE of the amount of funds remaining.

Article 5

1. The ISTC shall, in respect of legal proceedings and claims, hold harmless and bring no legal proceedings against the DOE or its personnel for any actions undertaken pursuant to this Annex, and the ISTC shall ensure that the DOE is not held liable for any aspect of ISTC projects funded by contributions from the United States Government made by the DOE.

2. The ISTC shall ensure that DOE is not liable for any extra charges, such as taxes, fees, and permits in connection with completion of the GLOBUS-M Project.

3. The ISTC shall be responsible for making payments to the IOFFE for the cost of modifying (or reconstructing) the experimental hall of the A.F. IOFFE Physico-Technical Institute in order to accommodate the new GLOBUS-M spherical tokamak device and the near-by supporting equipment, the buildings that house all the other device supporting systems, and the connections and conduits between the experimental hall and those buildings needed by the GLOBUS-M project.

4. The ISTC shall assist DOE in making arrangements for future cooperation with IOFFE in research activities utilizing the GLOBUS-M device.

Article 6

ISTC financial reports on the expenditure of funds transferred by DOE to the ISTC will be provided to the DOE on a quarterly basis. The DOE reserves the right to request additional information or specialized reports concerning such expenditures. These requests shall be in writing, be reasonable in nature, and allow at least thirty days for accomplishment. The ISTC shall respond to such requests in an expeditious manner.

Article 7

1. The ISTC shall maintain an accounting system which accurately records, summarizes, and reports its allowable operating costs, DOE contributions for the

funding of the GLOBUS-M project, and the ISTC disbursements, consistent with the terms of the ISTC Statute and project agreements.

2. ISTC billings shall specify the amount of the DOE financing required for the GLOBUS-M project, and shall be supported by the certification of the ISTC Finance Officer.

3. After the disbursement of the DOE project funds, representatives of the DOE shall have the right to conduct audits and to inspect the GLOBUS-M project in accordance with the provisions of the ISTC Statute.

Article 8

Treatment of information and intellectual property created under this Annex shall be in accordance with Annex II of the Model Project Agreement approved by the ISTC Governing Board on September 23, 1994.

Article 9

The ISTC shall ensure that IOFFE shall prepare reports and other deliverables in accordance with the project plan developed by the Project Leaders for the construction (or modification) of the experimental hall. Such reports and other deliverables shall be provided to the ISTC, which shall submit them to the DOE.

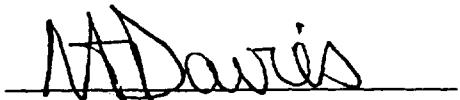
Article 10

1. This Annex shall enter into force upon the date of the last signature and shall remain in force for the duration of the MoA.

2. This Annex may be amended by written agreement of the Parties.

3. Either Party may withdraw from this Annex six months after written notification to the other Party, except that the obligations contained in Articles 5, 6, 7, and 8 of the Annex shall remain in force unless the Parties otherwise agree in writing.

Done at Moscow and Washington, D.C., in duplicate, in the English language, this day of *June 16*, 1995.



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